ANNUAL BOARD MEETING

December 14, 2022 – 8:00 A.M.

Pursuant to Assembly Bill 361, the December 14, 2022, regular meeting of the TOArts Board will be conducted via video conference / teleconference. Board members will be participating electronically and will not be present in person.

You may participate in the meeting by submitting your comments via electronic comment card. Please submit your written comment by 7:00 a.m. on the day of the meeting and it will be provided to Board members before the meeting and made part of the item’s record of the Board meeting. All comments received after 7:00 a.m. will be given to Board members after the meeting and made part of the item’s record of the Board meeting.

If you would like to speak under Public Comments during this meeting, please click on the Zoom link below. If you have questions about speaking, please call Jonathan Serret at (805) 449-2767 or email JSerret@toaks.org. Persons addressing TOArts are requested to state their name and community of residence for the record.

To join the Zoom Meeting, click on the following link:
https://us06web.zoom.us/j/8490770722?pwd=SjVldXQ2UzNkQUdPY2Q5QkhtdHJldz09
or Call: (408) 638-0968
Meeting ID 849 077 0722 Passcode: toarts

MISSION STATEMENT
TOArts enriches lives and strengthens the fabric of the community through arts education and the presentation and support of visual and performing arts at the Bank of America Performing Arts Center and beyond.

VISION
Where the Arts Thrive for All
AGENDA

1) CALL TO ORDER

2) ROLL CALL: Chair David Mead, Vice-Chair Eloise Cohen, Treasurer Al Lowe, Secretary Janet Scherr, Board Directors John Bradley, Kathy Jeffers-Volk, Leanne Neilson, Kyle Rohrbach, Elibet Valencia Muñoz, and Sean Rendineo

3) PUBLIC COMMENTS

4) MINUTES
   a) Approve minutes of regular TOArts Board Meeting on November 10, 2022

5) BOARD BUSINESS
   a) FINANCE
      i) Monthly Financial Update
      ii) Divestiture Task Force update
   b) COMMITTEES
      i) Arts Education Committee – update
      ii) Olson Grant Committee – authorize the expenditure of $20,000 from Carpenter Fund to support Conejo Schools Foundation grant for All District Music Festival 2023
      iii) Committees overview – discussion of different standing and adhoc committees
      iv) Nominating committee
         (1) Approve Directors Scherr, Lowe, and Cohen for a second three-year term
         (2) Approve Board Treasurer and Chair nominations of Lowe and Mead respectively for a second two-year term
   c) ADMINISTRATION
      i) Approve temporary modifications to the Brown Act, from December 1, 2022, and extending through January 31, 2023, in accordance with Assembly Bill 361 and Government Code section 54953(e), authorizing remote teleconference meetings of TOArts.
      ii) Adopt updated mission statement
      iii) Adopt TOArts travel policy
      iv) Review memorandum of understanding with the City of Thousand Oaks and consider and discuss changes.
   d) DEVELOPMENT
      i) Development Activities – Update
   e) PROGRAMMING
      i) TOArts Presents ticket sales - Update
      ii) TOArts Presents programming – Update

6) BOARD CALENDAR
a) Additions or revisions to the calendar
b) Discussion about 2023 calendar and dates to meet in person

7) OTHER BUSINESS

8) BOARD MEMBER COMMENTS

9) STAFF COMMENTS

10) REVIEW AGENDA FOR NEXT MEETING – Regular board meeting January 12, 2023

11) ADJOURNMENT
Any public documents provided to a majority of TOArts Board Directors regarding any item on this agenda will be made available for public inspection at the Cultural Affairs Department Administration Office located at 2100 Thousand Oaks Blvd., Thousand Oaks, California 91362 during normal business hours. In addition, such writing and documents will be posted on the TOArts website at www.toarts.org. [Americans with Disabilities Act (ADA): In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting or other services in conjunction with this meeting, please contact the Cultural Affairs Department at 805-449-2700. Upon request, the agenda and documents in this agenda packet, can be made available in appropriate alternative formats to persons with a disability. Notification at least 48 hours prior to the meeting or time when services are needed will assist City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.}
Pursuant to Assembly Bill 361, the November 10, 2022, regular meeting of the TOArts Board was conducted via video conference / teleconference. Board members participated electronically and in person in the Acorn Room of the Thousand Oaks Civic Arts Plaza at 2100 Thousand Oaks Blvd, Thousand Oaks, CA 91362.

MISSION STATEMENT
TOArts enriches lives and strengthens the fabric of the community through arts education and the presentation and support of visual and performing arts at the Bank of America Performing Arts Center and beyond.

VISION
Where the Arts Thrive for All.

ACTION MINUTES

1) CALL TO ORDER: 8:07 AM

2) ROLL CALL: Chair David Mead, Vice Chair Eloise Cohen, Secretary Janet Scherr, Treasurer Al Lowe, Board Directors Kyle Rohrbach, Board Directors John Bradley, Kathy Jeffers-Volk, Elibet Valencia Muñoz, and Sean Rendineo

   Staff present: Jaime Boscarino, Tracy Friedl, Blanca Gomez, Jonathan Serret and Niki Richardson

3) PUBLIC COMMENTS - None

4) MINUTES
   a) Board reviewed the minutes from the October 13, 2022 regular Board meeting

   MOTION: Cohen made a motion to approve the minutes of the October 13, 2022, regular Board meeting, seconded by Jeffers-Volk; approved 10-0.

   b) Board reviewed the minutes from the October 26, 2022, special Board meeting
MOTION: Jeffers-Volk made a motion to approve the minutes of the October 26, 2022, special Board meeting, seconded by Rendineo; approved 10-0.

5) BOARD BUSINESS
a) FINANCE
   i) Monthly Finance Update – Treasurer Lowe provided an overview of the
      October finance report and investment positions as well.
   ii) Create finance divestiture task force to work with city staff to assess the
       workload and create a timeline and action plan.

   MOTION: Neilson made a motion to approve the creation of a finance divestiture
   task force and appoint directors Lowe, Bradley, Rendineo and Valencia Muñoz to
   work with city staff to assess the workload and create a timeline and action plan,
   seconded by Lowe; approved 10-0.

b) COMMITTEES
   i) Arts Education Committee – Associate Director provided a brief update on
      AccessArts.
   ii) Create DEI standing committee to ensure continuity of the work started in
      2020

   MOTION: Rohrbach made a motion to approve the creation of a DEI standing
   committee to ensure continuity of the work started in 2020, seconded by Cohen;
   approved 10-0.

   iii) Nominating Committee add additional responsibility to determine succession
       for Board Treasurer and Chair officer terms which expire December 2022.

   MOTION: Lowe made a motion to approve the additional responsibility to the
   nominating committee to determine succession for Board Treasurer and Chair
   officer terms which expire December 2022, seconded by Neilson; approved 10-0.

c) ADMINISTRATION
   i) Approve temporary modifications to the Brown Act, from November 1, 2022,
      and extending through December 31, 2022, in accordance with Assembly Bill
      361 and Government Code section 54953(e), authorizing remote
      teleconference meetings of TOArts.

   MOTION: Jeffers-Volk made a motion to approve the temporary modifications
   to the Brown Act, seconded by Scherr; approved 7-0.

   ii) Adopt updated mission statement
       It was decided that the Board would review mission statement edits during the
       month and send suggestions to Associate Director who will bring the revision
       back to the next Board meeting for a vote.

d) DEVELOPMENT
   i) Development Activities – Associate Director provided an update on fiscal year
to date development activities.
e) PROGRAMMING
   i) TOArts Presents ticket sales - Executive Director provided an update on TOArts Presents ticket sales.
   ii) TOArts Presents Programming – Executive Director provided an update on TOArts Presents programs.

6) BOARD CALENDAR
   a) Additions or revisions to the calendar.
   b) Discussion about 2023 calendar and dates to meet in person will be conducted during the annual meeting in December.

7) OTHER BUSINESS

8) BOARD MEMBER COMMENTS

9) EXECUTIVE DIRECTOR COMMENTS

10) REVIEW AGENDA FOR NEXT MEETING - Next Regular board meeting is scheduled for 8:00am; December 14, 2022, via Zoom.

11) ADJOURNMENT - The meeting was adjourned at 9:35 am.
To: TOArts Board of Directors

From: Olson Grant Committee

Date: December 14, 2022

Subject: Carpenter Fund Expenditure

BACKGROUND

When Mary and Richard Carpenter named the Park in the early 2000s, they additionally endowed a sum of money to be used for youth scholarships and a sum of money to be used to support large groups of youth in the performing arts. No event in our community does this in the way that the All District Music Festival (ADMF) hosted by Conejo Schools Foundation (CSF) does, which for 9 days will bring together CVUSD students of all ages (kindergarten through high school) in the disciplines of band, choir and strings to perform on the world-class Kavli Theatre stage.

DISCUSSION/ANALYSIS

During the creation of the budget, there was no indication that ADMF was going to be back at the Kavli theatre this year. Hence no money was earmarked for this grant. Last year they were unable to perform at the Kavli due to COVID reschedules that caused complications with the dates they required. However, they have since scheduled ADMF to be held at the Kavli and we have received a grant request from CSF.

Historically the Alliance for the Arts has funded CSF in the amount of $20,000 from the Carpenter ‘large group’ fund.

Current grantees of the Olson Performance Grant for 2022-23 which accounts for $112,500 of the $125,000 budgeted funds include:

<table>
<thead>
<tr>
<th>Grantee</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Star Theatricals</td>
<td>$30,000</td>
</tr>
<tr>
<td>New West Symphony</td>
<td>$30,000</td>
</tr>
<tr>
<td>Pacific Festival Ballet</td>
<td>$20,000</td>
</tr>
<tr>
<td>Conejo Valley Youth Orchestra</td>
<td>$10,000</td>
</tr>
<tr>
<td>Music Teacher Association of California, Conejo Valley Branch</td>
<td>$2,000</td>
</tr>
<tr>
<td>The Village Voices</td>
<td>$3,000</td>
</tr>
<tr>
<td>India Friends Association</td>
<td>$5,000</td>
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<tr>
<td>Organization</td>
<td>Amount</td>
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<td>---------------------------------------------</td>
<td>--------</td>
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<tr>
<td>SciArtsRUs</td>
<td>$2,000</td>
</tr>
<tr>
<td>Los Angeles Symphonic Winds</td>
<td>$5,000</td>
</tr>
<tr>
<td>Sankara Eye Foundation USA</td>
<td>$3,000</td>
</tr>
<tr>
<td>Telegu Association of Trivalley (TATVA)</td>
<td>$2,500</td>
</tr>
</tbody>
</table>

**RECOMMENDATION**

Approve the expenditure of $20,000 from the Carpenter large group fund for the purpose of granting the same to Conejo Schools Foundation for their 2022-23 All District Music Festival to be held in the Fred Kavli Theatre in April and May 2023.

**PREPARED BY:** Niki Richardson, Associate Director
To: TOArts Board of Directors

From: TOArts Staff

Date: December 14, 2022

Subject: Updated Mission Statement

BACKGROUND

During the 2022 Board Retreat, it was discussed that the mission statement should be slightly updated to be more inclusive and collaborative and to truly embody the work TOArts has been doing in the past few years. Several board members also expressed dislike of the phrase “…Bank of America Performing Arts Center and beyond.”

DISCUSSION/ANALYSIS

Current Mission
TOArts enriches lives and strengthens the fabric of the community through arts education and the presentation and support of visual and performing arts at the Bank of America Performing Arts Center and beyond.

Suggested Mission
TOArts inspires and elevates arts, culture, and entertainment through presentation, education, and collaboration to provide community support in and around the Bank of America Performing Arts Center.

Per the Memorandum of Understanding with the City of Thousand Oaks, adoption of a revised Mission Statement will require ratification by the City Council. If a revised mission is adopted by the TOArts Board, staff will incorporate a recommendation for City Council ratification in January 2023, when TOArts presents its mid-year update to the City.

RECOMMENDATION

Adopt new mission statement to help articulate more clearly the role of TOArts in and for the community we serve.

PREPARED BY: Niki Richardson, Associate Director
TO: TOArts Board
FROM: Niki Richardson, Associate Director
DATE: December 14, 2022
SUBJECT: Adopt a TOArts Travel Policy

BACKGROUND:

When TOArts was formed in 2017, it was the expectation that over time, TOArts would start to reduce its dependence on City of Thousand Oaks (CTO) staff for operational support, while always retaining the close connection to the Cultural Affairs Department. This requires a slow and systemic approach to reducing this operational dependence on CTO staff.

CTO currently approves any TOArts related travel for which includes a multi-stepped process before and after travel involving multiple CTO staff. This is only because TOArts does not have its own travel policy.

Therefore, to reduce some of the burden on CTO staff and to streamline the process for TOArts-related travel, a Board approved travel policy is needed. This clarifies the process, since City staff are not required to approve of TOArts’ expenditures which are included in the adopted Operating Budget. The proposed Travel Policy authorizes travel with approvals from the Executive Director and Treasurer or any officer of the Board.

RECOMMENDATION: To adopt the TOArts Travel Policy to reduce the burden on CTO staff for future TOArts travel authorizations.

BUDGET: No impact. All travel is pre-authorized in the TOArts budget at the start of the fiscal year.

ATTACHMENT #1: Proposed TOArts Travel and Mileage Reimbursement Policy
TOArts Travel Approval Policy

PURPOSE: To establish basic guidelines and procedures for travel on TOArts business including authorization and reimbursement for travel and related expenses.

DEFINITION OF TRAVEL: For purposes of this policy, the word “travel” is used to denote activities of employees and designated representatives in connection with authorized attendance at conferences, meetings, seminars, workshops, training, and related purposes, including necessary transportation to and from, including overnight stay.

GENERAL POLICY: TOArts recognizes the benefit of training and attendance at professional and business functions for the purpose of advancing professional knowledge and providing opportunities to exchange information related to nonprofit management and artist engagement issues.

1. Authorization for travel and expense reimbursement, for the purpose of this policy which may or may not necessitate an overnight stay:
   - Conferences
   - Seminars
   - Workshops
   - Meetings; and
   - Other functions from which TOArts derives a specific benefit through attendance.

2. Employees and authorized representatives are expected to exercise sound judgement when incurring and submitting travel expenses, in keeping with standards and proprieties of a visible and fiscally responsible nonprofit organization.

3. TOArts travel authorizations are not required for attendance at regularly scheduled professional meetings, such as those held monthly or quarterly, local breakfast or lunch meetings or project site meetings.

4. All expenses related to employee and authorized representative travel must be included in the budget.

APPLICABILITY: The policies in this document are applicable to all TOArts employees and employees of the City of Thousand Oaks representing TOArts. City of Thousand Oaks employees shall also comply with the City travel policy to the extent that it is applicable.

AUTHORIZATION: All travel as further defined below will require submission and approval of a TOArts Travel Authorization Packet.
TRAVEL AUTHORIZATION PROCESS

APPROVALS

- All travel authorizations should be executed at least one month in advance where possible.
- Approvals are required by Executive Director and Treasurer or another designated/delegated officer of the board.
- Approval for Executive Director travel will be done by Board Chair and Treasurer or another designated/delegated officer of the board.
- City of Thousand Oaks employees representing TOArts must also obtain travel authorization from their department head and City Manager through the normal process.

TRAVEL AUTHORIZATION PACKET

The following documents are to be included with authorization request:

1. Official flyer or program from the organization conducting the training or meeting and an agenda detailing the schedule of events. A meeting brochure/flyer should reference travel location, dates, times, and cost.
2. Lodging/Hotel reservation
3. Transportation – Economy Class only (plane, train, bus, etc.)
4. Mileage (include Google Maps estimate for mileage reimbursement)
5. Rental Car reservation, if necessary
6. Miscellaneous Expenses (parking, shuttle, taxi, gas, etc.)
7. Per Diem – ONLY if not using TOArts credit card (include Per Diem Estimate Worksheet)

PER DIEM

Per diem, will be allowed for travel time and days at event and payment will be at the current rate set by the Federal Internal Revenue Service regulations [as noticed by the Treasurer in January of each year]. TOArts prefers that employees and representatives use a TOArts issued credit card and maintain detailed receipts for all travel-related expenses. If per diem is requested, all meals on that day must be included; splitting expenses between credit card and per diem is not permitted.

EXPENSE GUIDELINES:

The following expenses are eligible for reimbursement:

1. **Registration Fees**: Fees charged for registration at any authorized workshop, seminar, or conference can be paid through the employee’s TOArts credit card and included as an authorized expense on the applicable Expense Report.
2. **Mileage Reimbursement**: Mileage reimbursement is based on the applicable Federal Internal Revenue Service Mileage Rates for actual mileage, or as estimated on Google Maps. During normal business hours, if travel begins from the employee’s home, mileage claimed cannot exceed that from the office of TOArts. Mileage reimbursement should be the lesser of the cost of travel from home or TOArts’ office. Outside of normal business hours, travel which begins from the employee’s home should be claimed as actual mileage.

3. **Air/Train**: Allowance for air and train travel is based on actual round-trip coach fare, tourist class, or by the method least costly to TOArts.

4. **Rideshare, Taxi or Shuttle Service**: Projected expenses for Rideshare, Taxi or Shuttle service should be included. Shuttle, bus, taxi, or other public transportation should be used between airport, hotel, and conference or training site whenever available. Tips and gratuities associated with taxi or shuttle service should be included in the receipt.

5. **Parking Expenses**: TOArts will provide reimbursement for parking associated with travel, including parking at the airport, hotel, and conference or training site; receipts should be provided.

6. **Hotel Accommodations**: TOArts will pay for a hotel room (plus taxes and parking) for as many nights as necessary for the business portion of travel. The accommodations should be economical and practical. Special effort should be made to obtain lodging at or near the facility where the workshop, conference, or seminar is taking place.

7. **Tips & Gratuities**: Reasonable expenses for tips and gratuities are allowed for hotel and transportation purposes and are covered by the “incidental expenses” portion of Per Diem allowance. Tips for meals are included in Per Diem reimbursement.

TOArts employees and City of Thousand Oaks employees traveling on business on behalf of TOArts are expected to exercise good judgment and show proper regard for economy when incurring expenses in connection with the conduct of official TOArts business. Any expense for which reimbursement is requested should directly and clearly relate to the conduct of TOArts business.
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF THOUSAND OAKS
AND THE
THOUSAND OAKS CIVIC ARTS PLAZA FOUNDATION

This Memorandum of Understanding ("MOU") is entered into this 15th day of November, 2016, by and between the Thousand Oaks Civic Arts Plaza Foundation, a nonprofit corporation, hereinafter referred to as "FOUNDATION," and the City of Thousand Oaks, hereinafter referred to as "CITY."

Recitals

A. The CITY is a government agency that consists of nine (9) departments including the Cultural Affairs Department ("CAD"). The mission of CAD is to advance, support and promote diverse arts and cultural programs to strengthen CITY's economy and quality of life for its residents.

B. FOUNDATION is a California nonprofit public benefit corporation exempt from federal income tax as described by section 501 (c)(3) of the Internal Revenue Code (the "IRC"), and is qualified to receive tax-deductible contributions under section 170 of the IRC as well as tax-deductible bequests, devises, transfers or gifts under section 2055, 2106, or 2522 of the IRC.

C. FOUNDATION is tasked with the specific purpose to advance, support and present visual and performing arts, cultural events, entertainers, and arts education at the Bank of America Performing Arts Center ("BAPAC"), to honor donors, and to protect the visual and performing arts legacy in Thousand Oaks and the Conejo Valley. It accomplishes this purpose in part by soliciting and raising funds as well as by accepting gifts, grants and other forms of revenue from any source consistent with the requirements of CITY. FOUNDATION also secures the principal of all endowments and investment funds. Contributions that are not designated for specific projects may be used to fund and support general programming and operations at the BAPAC, including FOUNDATION administrative costs and expenses.

D. FOUNDATION and CITY each desire to promote a beneficial relationship between the organizations and endeavor to work collaboratively to fulfill the mission and purpose of each organization.

Effective Date of Agreement

This MOU will become effective only upon the certification by the Secretary of State of a statutory merger ("Merger Agreement") between Alliance for the Arts ("ALLIANCE"), a California nonprofit public benefit corporation, and FOUNDATION, which will follow ratification of the Merger Agreement by the City Council, execution of the Merger Agreement by ALLIANCE and
FOUNDATION, and waiver by the California Attorney General's Office of its right to object to the merger. By signing this MOU, the parties agree that the following paragraphs will constitute a legally binding and enforceable agreement. In consideration of the foregoing recitals, the parties also agree to the mutual covenants and understandings set forth below:

1. **FOUNDATION will:**

   a. Support programs, policies, mission and purpose as outlined in FOUNDATION's Articles of Incorporation, bylaws and adopted corporate policies and resolutions for the benefit of the public through donations, gifts, grants, and other forms of revenue.

   b. Coordinate its funding goals, programs and campaigns with CAD.

   c. Be responsible for stewardship of donated and granted funds designated for future use to enhance BAPAC and its programs.

   d. Provide CITY with the most recent and up-to-date copies of its Articles of Incorporation and Bylaws, as they may be amended from time to time.

   e. Abide by all donations and naming rights policies of BAPAC as adopted by City Council.

   f. Solicit and accept donations as agreed to with CAD.

   g. In July of each year, prepare and provide an annual work plan to CITY.

      The work plan shall include:

      i. Planned activities and operations for FOUNDATION.

      ii. Annual Adopted Budget by FOUNDATION.

   h. In January of each year, prepare and provide a year-end report to CITY.

      The report shall include at least the following items:

      i. Summary of FOUNDATION activities and operations for prior fiscal year.

      ii. List of current directors and officers.

      iii. An audited annual financial statement.

      iv. A copy of the most recent annual federal tax filing (i.e., IRS Form 990 or 990-EZ).

      v. List of special events, receipt of large donations, and other reasonable, relevant information requested by CITY.

2. The **FOUNDATION** will provide the following Programs and Services at not less than 2016 levels:

   a. Kids & the Arts

      i. Funding for Kids & the Arts to ensure students have access to educational performances at BAPAC.

      ii. Continue to fund the three (3) annual Pacific Festival Ballet school performances and one (1) Kingsman Shakespeare school performance pursuant to a current agreement with ALLIANCE through June 2020, and similar events and programs annually.
iii. Endeavor to expand the mix of educational activities presented and funded by FOUNDATION to include master classes and in-school residencies.

b. Grants
i. The community grants program previously entitled "Alliance Performance Grants," to be called "Theatres Performance Credits" ("TPC").
ii. Provide TPC to support BAPAC resident companies and local nonprofit arts organizations in order to lower the cost of renting BAPAC venues.
iii. TPC will be available to BAPAC resident companies and Thousand Oaks-based nonprofit arts organizations presenting performances at BAPAC. The Board of the FOUNDATION will establish criteria for administering this program.

c. CAP Presents Series
i. Foundation has served as the in-house presenting arm of BAPAC since 1994.
ii. The purpose of the CAP Presents Series is to enrich the lives of the citizens of Thousand Oaks and the surrounding communities through the presentation of local, national and international performing arts programming.
iii. FOUNDATION will act as the in-house presenting arm of the Thousand Oaks Civic Arts Plaza ("TOCAP") for various headline artists, family, educational, world music and other diverse performances throughout the season.

d. Concessions
i. FOUNDATION shall hold and maintain the liquor license to serve BAPAC.
ii. FOUNDATION will be responsible for operating Concessions Services at BAPAC, including hiring staff or outside contractors to manage said services at both theatres.
iii. CITY will receive a percentage of net income from concession operations in an amount set forth in the Agreement For Concession Services between CITY and FOUNDATION.
iv. Contracts between CITY and FOUNDATION and FOUNDATION's agreement with the current outside vendor it uses for concession operations are attached and may be amended by FOUNDATION from time to time as needed with additional written approval by City Council.
v. FOUNDATION shall continue to provide this service pursuant to the existing agreement and any future amended agreements unless said agreement is terminated.

e. Mural Program
i. Operation and management responsibilities of the Mural fundraising program, in which specific donors sponsor CITY approved artists to design and paint murals in the TOCAP parking structure.
ii. FOUNDATION will confirm existing donor and artist agreements and the FOUNDATION will honor those agreements.
iii. FOUNDATION is authorized to secure donors to underwrite the public mural program in CITY's Parking Structure.
f. Naming Rights
   i. FOUNDATION may raise funds via naming opportunities at TOCAP. The right to
      market naming opportunities is non-exclusive. If a naming opportunity arises, prior to
      entering into any agreement or agreeing with the donor to enter into an agreement,
      FOUNDATION shall meet with the City Manager or his or her designee to discuss
      the terms of the proposed naming opportunity. FOUNDATION shall not enter into
      any naming rights agreement without written approval by City Manager or the
      designee. Unless waived by CITY, the following provisions shall govern any naming
      rights agreement:

      1. Each contract shall have a duration clause that takes into account the amount
         of the donation and the location and size of the signage requested. There
         shall be no naming rights agreement with a duration in perpetuity.

      2. All signage must comply with CITY's sign ordinance and related CITY
         policies regarding signs.

   ii. CITY will have final approval of any naming rights agreement before it is executed
       with the naming party. City Manager or designee may approve said agreement.

   iii. All net proceeds raised from naming rights agreements will be deposited into the
       Thousand Oaks Civic Arts Plaza Endowment Fund ("TOCAPEF") currently invested
       in the Ventura County Community Foundation or another fund as requested by a
       prospective donor, subject to City Council ratification, with the following
       restrictions: (a) annual distributions shall be limited to interest earnings only and shall
       not exceed 5% of the fund’s assets; (b) funds shall be used solely for the specific
       purpose of advancing, supporting, and presenting visual and performing arts, cultural
       events, entertainers, and arts education at TOCAP; and (c) at no time may the
       principal contributions be invaded.

   g. Angels of the Alliance. Angels of the Alliance will continue to support FOUNDATION
      in a like manner to its support for ALLIANCE, subject to any agreement among Angels
      of the Alliance and FOUNDATION.

3. The CITY will:

   a. Allow FOUNDATION to use the name and images of CITY and BAPAC subject to the
      approval of CITY. The parties shall enter into a separate license agreement that sets forth
      the terms and conditions for the use of the name and images of CITY by FOUNDATION.

   b. Allow FOUNDATION's use of certain CITY facilities, subject to the limitations set forth
      in Section 7 of this MOU, as well as use of certain property, equipment and staff to the
      extent that they are available, and at a level subject to the approval of the CAD Director.
c. Work in good faith with FOUNDATION in its fundraising efforts.

d. Provide staffing and administrative support, including:
   i. Cultural Affairs Department
      1. CAD shall provide staff to support the activities of FOUNDATION on a pro-bono basis; however, City Council has the sole discretion to withdraw CITY staff support with twelve months’ notice to the FOUNDATION’s Board.
      2. Pursuant to the FOUNDATION’s bylaws, the Executive Director of FOUNDATION shall be the CITY Director of CAD.
      3. CITY shall provide FOUNDATION with BAPAC attendance numbers and other reasonable and relevant information requested by FOUNDATION.
   ii. Finance Department
      1. CITY’s Finance Director will serve as the Chief Financial Officer for FOUNDATION.
      2. Finance Department shall provide staff to support the financial activities of FOUNDATION on a pro-bono basis; however, City Council has the sole discretion to withdraw CITY staff support with twelve months’ notice to FOUNDATION’s Board. Financial activities include treasury, accounting, taxes, and audits.
      3. Finance Department shall provide FOUNDATION with quarterly and yearly financial information and other reasonable and relevant information requested by FOUNDATION.
      4. CITY will annually cause an audit to be performed consistent with applicable law on FOUNDATION’s financials for review by the Board and for public dissemination.
      5. CITY shall assist FOUNDATION with IT services related to transition of IT programs and services from ALLIANCE to FOUNDATION, and such other tasks as approved by the CITY Director of CAD; however, City Council has the sole discretion to withdraw CITY staff support with twelve months’ notice to the FOUNDATION’s Board.

4. Term
   a. The initial term of this MOU shall be ten (10) years, to December 31, 2026, unless sooner terminated as permitted under the terms of this MOU.
   b. The Agreement shall be renewed automatically for subsequent periods of five (5) years unless the MOU is terminated under the terms of this MOU or by written mutual agreement confirmed by majority vote of both City Council and FOUNDATION Board of Directors.
5. City Council Involvement in activities of FOUNDATION

a. City Council Ratification. Ratification by a majority of the City Council shall be required for the following actions of the FOUNDATION:
   i. Any amendments to FOUNDATION's bylaws.
   ii. Any amendments to FOUNDATION's Articles of Incorporation.
   iii. The appointment of any and all FOUNDATION Board members.
   iv. Any amendments to FOUNDATION’s Mission Statement.

b. City Council, by a majority vote, shall have the authority to remove any FOUNDATION Board member without cause.

6. Employment of ALLIANCE employee

   a. CITY will hire and pay salary and benefits for one (1) temporary at-will employee position as an hourly CAD Coordinator for approximately one (1) year. The primary duties and responsibilities of this position include, but are not limited to, the following: (1) serve as the primary point of contact for Founders and donors; (2) conduct prospect research for individual and institutional donors; (3) develop donor solicitation strategies; (4) maintain the database of donor information; (5) acknowledge gifts in accordance with gift policies adopted by the Board; (6) ensure timely fulfillment of donor benefits; (7) coordinate fundraising campaigns, projects, and special events, and (8) other duties as assigned by the Executive Director. FOUNDATION will reimburse CITY up to $150,000 for transition expenses including transition employee salary and benefits for said employee.

   b. FOUNDATION shall review the continued long-term need for services and the funding mechanism to retain support staff. Nothing in this MOU shall require CITY to continue to fill the temporary position after one (1) calendar year following the Effective Date of the Merger.

7. Use of BAPAC facilities

   a. CITY will provide FOUNDATION with access to TOTV for community outreach information programs consistent with CITY guidelines and any applicable state, federal, or local law, and subject to approval by City Manager or designee.

   b. CITY will provide the FOUNDATION with office and/or storage space at the Civic Arts Plaza if available, at a rate to be determined by CITY, and based upon the needs of FOUNDATION and the availability of office space. In addition, subject to availability, and with the exception of the Kavli Theatre and Scherr Forum, CITY will provide FOUNDATION with the use of public facilities and equipment at TOCAP, including meeting rooms, the Verizon Founders Room, the Licata Lounge, chairs, tables, parking spaces, storage and related facilities associated with the TOCAP at no charge. FOUNDATION will be responsible for any additional costs associated with the use of the facilities at TOCAP including,
but not limited to, associated labor expenses. Access to and use of these facilities will be coordinated by CAD.

8. Investment and/or Endowment Funds

a. FOUNDATION Board will elect a Treasurer and adopt an investment policy.

b. FOUNDATION’S Endowment Fund
   i. No later than June 30, 2017, CITY shall establish an agency fund or similar fund to benefit FOUNDATION by depositing $4 Million with California Community Foundation (CCF), or another community foundation selected by the FOUNDATION Board and ratified by the CITY Council, and subject to the following restrictions:
      1. The fund agreement with CCF or other community foundation shall include the following provisions:
         a. Annual distribution shall not exceed 5% of the fund’s assets. Such amount may be distributed or withdrawn annually at the request of the FOUNDATION Board.
         b. At no time may the initial $4 Million principal or any additional contribution be invaded.
         c. FOUNDATION has the right to transfer all funds to another community foundation or trust with similar terms subject to ratification by City Council.
      2. Parties acknowledge that the initial distribution from this fund shall not occur prior to July 1, 2018.

c. ALLIANCE Restricted Funds
   i. FOUNDATION will maintain and control approximately $6 Million in investments that originated from ALLIANCE fund raising activities ("Alliance Funds").
   ii. FOUNDATION shall retain at least $610,000 of Alliance Funds to cover its operations for the first 18 months after the effective date of the Merger Agreement, including $150,000 for salaries/miscellaneous expenses, including those of the at-will employee identified in Section 6.a., $160,000 for theatre support, and $300,000 for current and future grant funding. The remaining amount of the Alliance Funds shall be permanently restricted as set forth in the FOUNDATION bylaws and this MOU.
   iii. Other than for the initial disbursement as set forth in the preceding paragraph, or by any other method prescribed by this document, all Alliance Funds, other than those associated with the Carpenter Grant (which is temporarily restricted), will be permanently restricted under the terms of the FOUNDATION bylaws and this MOU.
   iv. FOUNDATION Board, for the first twelve (12) months following the Effective Date of the Merger, shall maintain all ALLIANCE investment accounts at their current location, unless there is a change in investment advisors currently being used by the ALLIANCE at the companies where the
funds are located. After this twelve (12) month period, the FOUNDATION Board shall evaluate the current investment manager, and may select another community foundation or investment manager(s) for the permanently restricted funds. Except for the funds set aside to cover initial expenses as set forth above, all Alliance Funds in the current investment manager account, regardless of whether they remain in that account, or are subsequently transferred to a community foundation or other investment manager account, shall be subject to the following terms:

1. At no time may the initial principal of the Alliance Funds deposited be invaded.
2. Annual distributions of no more than 5% of the net assets are permitted so long as the original principal is not invaded (using a 12-quarter rolling average).
3. Emergency distributions of no more than an additional 5% annually may be requested with a unanimous vote of the FOUNDATION Board, so long as the initial principal is not invaded. Approval of emergency distributions shall be ratified by the City Council.

The initial distribution from the permanently restricted/endowed funds will not occur during the first 18 months after establishment of the fund or until Fiscal Year 2018-19.

d. Thousand Oaks Civic Arts Plaza Endowment Fund
   i. Funds in the Ventura County Community Foundation's (VCCF) TOCAPEF shall continue to be subject to that agreement between CITY and VCCF dated July 27, 1993.
   ii. Any annual distributions or withdrawals from that fund shall be used solely to fund theatre operations.

e. Use of Funds
   i. Income of FOUNDATION will be used solely to support its purpose and mission as set forth in its Articles of Incorporation and adopted policies.
   ii. FOUNDATION agrees to uphold and abide by all restrictions on any donor agreement entered into between a donor and Alliance.

f. Annual Contribution to City Theatres Fund
   i. Theatre operations shall receive minimum funding as set forth below, which shall come from the TOCAPEF, with any delta being provided by FOUNDATION no later than June 30 of each fiscal year:
   1. 2016-17: $300,000
   2. 2017-18: $300,000
   3. 2018-19: $500,000
   4. 2019-20: $500,000
   5. 2020-21: $500,000
   6. 2021-2022 and subsequent years: an annual increase of 2% from the previous year's minimum funding amount.
   ii. If FOUNDATION is unable to meet these annual funding obligations in any given year due to stock market fluctuations, loss of programming earnings, or
other financial loss, representatives of FOUNDATION and CITY shall meet in good faith in an attempt to determine the amount of funding that will be provided by FOUNDATION for that given year. However, CITY shall not be compelled to accept less than the minimum funding obligations set forth above unless agreed to in writing by both parties.

9. Policies & Reserves
   a. The FOUNDATION Board will establish and, from time to time, revise reasonable policies, and may use CITY policies for normal operations.

   b. Signatory policies shall be written procedures adopted by the FOUNDATION Board, and will include a policy that the Executive Director will have the authority to place offers for artists with performance fees valued at $50,000 or less.

   c. FOUNDATION will establish a goal to achieve a minimum $500,000 reserve for CAP Presents as early as practical. This reserve can only be used to cover losses from CAP Presents programming. Only after this reserve threshold is met, may additional net income from CAP Presents may be used to fund other programs pursuant to a vote of the FOUNDATION Board. This minimum reserve level is based on a $2 Million presenting budget. If that budget increases, then the minimum reserve level shall grow as well so that the reserve level is always set at 25% of the presenting budget; however, it shall never be reduced to less than $500,000 regardless of the presenting budget.

   d. Board will establish an appropriate reserve for concession operations. After that minimum reserve level is met, additional profits may be used to fund other programs pursuant to a vote of the FOUNDATION Board.

   e. FOUNDATION shall not purchase any goods or services on behalf of CITY without written permission from CITY.

10. Termination and Breach
    a. Either party may sue for specific performance/injunctive relief. FOUNDATION waives its right to object to a Petition for Injunctive Relief or Specific Performance brought by CITY.

    b. If CITY sues FOUNDATION for specific performance, injunctive relief, or under any other theory of law, FOUNDATION shall be prohibited from using the funds contributed by CITY identified in Section 8 above and any interest earned from said funds to defend itself against a claim, action or suit brought by CITY.

    c. Notwithstanding any action for specific performance or injunctive relief as set forth in section 10.a. or 10.b. of this MOU, either party may terminate this MOU for cause upon the occurrence by the other party of any breach of a material term of this MOU, including, without limiting the foregoing, one or more substantial violations or
omissions of an obligation required to be performed under this MOU pursuant to the following process:

i. Non-breaching party provides written notification of material breach and provides breaching party 30 calendar days to cure.
ii. If, after 30 days, the dispute still exists, the parties agree to participate in private, nonbinding mediation, the cost of which is split evenly among the parties.
iii. If the parties are unable to resolve their dispute following mediation, the non-breaching party may terminate this MOU following 30 days' written notice.

d. In the event of a termination following a material breach by FOUNDATION, FOUNDATION shall be prohibited from receiving any disbursement from the any of the funds described in Section 8 of this MOU.

e. If FOUNDATION dissolves for any reason or ceases to operate at BAPAC, or if this MOU is terminated for any other reason whatsoever, FOUNDATION will cause:
   i. CITY contribution of $4 Million as outlined in Section 8 above, plus any net income earned from said amount, to be transferred to either another existing public charity exempt from federal income tax as described by section 501 (c)(3) of the IRC and is qualified to receive tax-deductible contributions under section 170 of the IRC as well as tax-deductible bequests, devises, transfers or gifts under section 2055, 2106, or 2522 of the IRC, subject to City Council ratification, or to a similarly-structured corporation created at CITY's request. In the event the funds are transferred, they shall be restricted in the same manner as set forth in Section 8(b), and use of proceeds shall be for the specific purpose of advancing, supporting and presenting visual and performing arts, cultural events, entertainers, and arts education at TOCAP; and
   ii. the Alliance funds that are permanently restricted pursuant to Section 8(c)(iii) to be transferred to either another existing public charity exempt from federal income tax as described by section 501 (c)(3) of the IRC and is qualified to receive tax-deductible contributions under section 170 of the IRC as well as tax-deductible bequests, devises, transfers or gifts under section 2055, 2106, or 2522 of the IRC, subject to City Council ratification, or to a similarly-structured corporation created at CITY's request. In the event the funds are transferred, they shall be restricted in the same manner as set forth in Section 8(c), and use of proceeds shall be for those programs set forth in Section 2(a) and 2(b), and for the specific purpose of advancing, supporting and presenting visual and performing arts, cultural events, entertainers, arts education at TOCAP, honoring donors, and protecting the visual and performing arts legacy in Thousand Oaks and the Conejo Valley.
11. Insurance/Indemnification

a. FOUNDATION will purchase Directors & Officers Liability insurance coverage with no less than $3 Million in coverage limits. If said Directors & Officers Liability Insurance does not include employment practices liability coverage, FOUNDATION will purchase an Employment Practices Liability insurance policy with no less than $3 Million in coverage limits.

b. FOUNDATION may purchase and continually maintain commercial general liability, automobile, workers' compensation, property and special event insurance that will cover the events and other actions of the FOUNDATION as necessary and required by law.

c. All FOUNDATION insurance policies shall name CITY as an additional insured and FOUNDATION shall provide CITY with current additional insured certificates issued by FOUNDATION's respective insurance carriers.

d. Indemnification by CITY: CITY shall fully indemnify, hold harmless and defend FOUNDATION, its officers, directors, volunteers, agents, and employees from and against any and all costs, claims and expenses incurred by FOUNDATION in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person, but only to the extent caused by the negligence or willful misconduct of CITY or its agents, employees or others under CITY's control; provided, however, that CITY's obligations pursuant to this section shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of FOUNDATION, its officers, directors, volunteers, agents, and employees.

e. Indemnification by FOUNDATION: FOUNDATION shall fully indemnify, hold harmless and defend CITY, and CITY's officers, officials, directors, volunteers, agents, and employees from and against any and all costs, claims and expenses incurred by CITY in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person, but only to the extent caused by the negligence or willful misconduct of FOUNDATION or its officers, directors, volunteers, agents, employees or others under FOUNDATION's control; provided, however, that FOUNDATION's obligations pursuant to this section shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of CITY or its officials, officers or employees.
f. NOTICE OF CLAIMS. Any party seeking indemnification hereunder (the "Indemnified Party") shall deliver to the other party (the "Indemnifying Party") a notice describing the facts underlying its indemnification claim and the amount of such claim (each such notice a "Claim Notice"). FOUNDATION shall also comply with all claims and notice requirements a party must follow when seeking redress against a public entity as required by the California Government Claims Act (the "Act"). In addition to claims and notice requirements required under the Act, any Claim Notice shall be delivered promptly to the Indemnifying Party after the Indemnified Party receives notice that an action at law or a suit in equity has commenced. Failure to deliver the Claim Notice as aforesaid shall not relieve the Indemnifying Party of its obligations under this section, unless such Indemnifying Party has been prejudiced by such failure, or the Indemnified Party was required to but failed to comply with the requirements set forth in the Act.

12. Assignment

a. This MOU is not assignable or transferable by either party without the express, written consent of the other party.

13. Third Party Agreements

a. Neither party shall enter into any contract that would obligate the other (and/or its facilities, equipment or personnel) without the prior written approval of the other party. Neither party has the authority to bind the other, by contract or otherwise, in any amount.

14. FOUNDATION Records

a. FOUNDATION shall keep and maintain records and accounts of its operations, financial status and program expenditures for a period of not less than seven (7) years following each budget period. CITY shall have the right to inspect, copy and audit such records and accounts during and/or following the close of any FOUNDATION fiscal year following reasonable notification to FOUNDATION.

15. Notice

a. Each party shall provide written notice to the other party of any updated information that affects this MOU and any other notices by addressing a letter to the attention of the other party at 2100 Thousand Oaks Blvd., Thousand Oaks, CA 91362.
16. **Conflict between Documents.** The rights and responsibilities of CITY and FOUNDATION are reflected in this MOU and FOUNDATION’s bylaws. It is the intent of the parties that matters related to this MOU be interpreted in a manner that achieves the intent, and effectuates the meaning, of both documents. In the event there is an unresolvable conflict whereby there is no reasonable interpretation to effectuate and give meaning to each provision, then the provisions of the FOUNDATION’s bylaws shall control.

The parties, having been duly authorized by their respective Councilor Board, execute the MOU effective November 15, 2016.

CITY OF THOUSAND OAKS

Claudia Bill de la Peña, Mayor

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

ATTEST:

Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:

Tracy M. Noonan, City Attorney

THOUSAND OAKS CIVIC ARTS PLAZA
FOUNDATION

Robert Biery, Chair
March 22, 2017

Arthur Rieman, Esq.
The Law Firm for Non-Profits, P.C.
4705 Laurel Canyon Blvd., Ste. 306
Studio City, CA 91607

RE: Thousand Oaks Civic Arts Plaza Fdn (CT 092184) / Alliance for the Arts (CT 041729)

Dear Mr. Rieman:

This will acknowledge receipt of your notice, pursuant to Corporations Code section 6010, of the proposed merger of the above-referenced California nonprofit public benefit corporations, including a copy of the proposed agreement of merger. Based on the representations made in the documents you have provided, this Office has no objection to the proposed transaction.

Please supply a copy of the signed merger agreement certified by the Secretary of State to the Registry of Charitable Trusts, P.O. Box 903447, Sacramento, CA 94203 4470, when such is made available to you.

No later than 4 months and 15 days after the closing date of the merger, the disappearing corporation, Alliance for the Arts, must file a closing periodic report with the Registry of Charitable Trusts at the following address: P.O.Box 903447, Sacramento, CA 94203-4470.

Sincerely,

JAMES M. TOMA
Supervising Deputy Attorney General

For XAVIER BECERRA
Attorney General

JT:
cc: Registry of Charitable Trusts
LA2016201079
February 2, 2017

Via Email (Steve.Bauman@doj.ca.gov)

Mr. Steve Bauman, Supervising Investigative Auditor
Office of the Attorney General
300 S. spring St., Suite 1702
Los Angeles, CA 90013

Re: Merger Between Thousand Oaks Civic Arts Plaza Foundation (the "Surviving Corporation") and Alliance for the Arts (the "Disappearing Corporation")

Dear Mr. Bauman:

Pursuant to section 6010 of the California Corporations Code ("Section 6010"), notification is hereby provided to the Attorney General of the State of California of the contemplated merger of Alliance for the Arts, a California nonprofit public benefit corporation (the "Disappearing Corporation"), with and into Thousand Oaks Civic Arts Plaza Foundation, a California nonprofit public benefit corporation (the "Surviving Corporation"). The Disappearing Corporation has voting members. Their memberships will be terminated upon the effective date of the merger. Consequently, this merger requires consent of the Attorney General's office in accord with § 6010(c) of the Corporations Code. This letter hereby requests said consent.

Enclosed please find copies of the proposed Agreement and Plan of Merger by and between the Surviving Corporation and the Disappearing Corporation as well as the proposed short-form Agreement of Merger and respective Certificates of Approval of Agreement of Merger to be filed with the Secretary of State of the State of California. Also enclosed are redacted minutes of the meeting of the members of the Disappearing Corporation at which the Agreement and Plan of Merger, including the termination of the members' memberships, were approved.

Both parties to the merger are registered with the Registry of Charitable Trusts. For avoidance of doubt, a copy of the 2016 RRF-1 filed with the RCT is included herewith. Both party's articles of incorporation (as amended) and IRS determination letters are on file with the RCT. The Disappearing Corporation's status with the RCT is shown as current on that agency's website. However, the status of the Surviving Corporation is shown as delinquent. That status is as of December 29, 2015. Further review of the RCT website shows that all RRF-1s of the Surviving Corporation have been received and no delinquency notices have been posted. Separately I have inquired with the RCT to update its status and have asked that you receive a copy of any update.
Mr. Steve Bauman, Supervising Investigative Auditor
Office of the Attorney General
February 2, 2017
Page 2

Upon your office's review of the accompanying documents, please issue a letter waiving the Attorney General's right to object to the merger. If you need any additional information, or if you have any questions or concerns about the proposed merger, please let me know at your earliest convenience.

Very truly yours,

Arthur M. Rieman
of THE LAW FIRM FOR NON-PROFITS

AMR:ne
Enclosures
BOARD MEETINGS
Always held on the 2nd Thursday of the month at 8:00am in the Acorn Room unless otherwise noted.

January 12, 2023
February 9, 2023
March 9, 2023
April 13, 2023
May 11, 2023
June 8, 2023
July 13, 2023
August 10, 2023
September 14, 2023
October 12, 2023
November 9, 2023
December 14, 2023

OTHER DATES

Annual Board Retreat
Saturday, February 11, 2023 – Venue TBD

Gratitude Reception
Date TBD - Scherr Forum

Producers Club Luncheon
May 2023 – Los Robles Greens

FUTURE PROJECTS
Board meets with City consultant regarding TOCAP campus recommendations.